

1 BILL NO. S-82-12-27

2 SPECIAL ORDINANCE NO. S-06-83

3 AN ORDINANCE approving Sewer Improvement
4 Resolution No. 372-82, Group 7, Sewer Repairs
5 for the City of Fort Wayne, with All Star
6 Construction & Excavating, Inc.,
7 in connection with the Board of Public Works.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain Contract dated October 13,
11 1982, between the City of Fort Wayne, Indiana, by and through its
12 Mayor and the Board of Public Works and All Star Construction &
13 Excavating, Inc., for:

14 flood damage spot repair and/or replacement
15 of twelve (12) headwall structures as
16 follows: north of Charlotte Avenue to Pump
17 Station; North Side Drive and Kenwood Avenue;
18 North Side Drive and Vance Avenue; Woodrow
19 Avenue and St. Joseph River Drive; north of
20 Parnell Avenue Bridge; south of Tennessee
21 Avenue Bridge; Prospect Avenue and Griswold
Drive; east of Coombs Street Bridge; south of
Railroad Bridge and Jefferson Street;
Riverside Avenue and Griswold Drive; Lawton
Place and Griswold Drive; and west of Coombs
Street Bridge; as listed in Federal Emergency
Management Agency Damage Survey Reports No.
044875; 044876; 044877; 044878; 044879;
044880; 044881; 044882; 044883; 044898;
044899; and 044900;

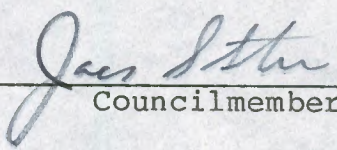
22 under Board of Public Works Sewer Improvement Resolution No.
23 372-82, involving a total cost of Sixteen Thousand Nine Hundred
24 Eleven and 82/100 Dollars (\$16,911.82), all as more particularly
25 set forth in said Resolution and Contract, and which is on file
26 with the Office of the Board of Public Works and is by reference
27 incorporated herein, made a part hereof and is hereby in all
28 things ratified, confirmed and approved. Two copies of said
29 Contract are on file with the Office of the City Clerk and made
30 available for public inspection, according to law.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all necessary

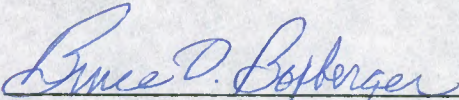
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Page Two

approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Stier, seconded by Bradbury, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____.M., E.S.T.

DATE: 12-28-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 1-11-83

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 106-83 on the 11th day of January, 1983.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of January, 1983, at the hour of 11:30 o'clock A..M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 14th day of January, 1983, at the hour of 3 o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

CONTRACT

72-117-16
10/13/82

THIS CONTRACT, made the 13 day of October, 1982, by

and between ALL STAR CONSTRUCTION & EXCAVATING, INC., hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

RESOLUTION NO. 372-82, GROUP 7 SEWER REPAIRS
DSR NOS. 044875, 044876, 044877, 044878, 044879, 044880,
044881, 044882, 044883, 044898, 044899, 044900

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Sixteen Thousand, Nine Hundred Eleven Dollars and Eighty-Two Cents (\$16,911.82). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
 - a. General and Supplemental Conditions of the Contract
 - b. Instructions to Bidders
 - c. Detailed Specifications
 - d. FEMA Regulations
 - e. EEO Requirements
 - f. City Standards & Specifications
5. Drawings
 - a. Detailed Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise

specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Debra K. Foss

Secretary
Title

ALL STAR CONSTRUCTION & EXCAVATING, INC.
Contractor

By *Edward F. Foss*
President
Title

CITY OF FORT WAYNE, INDIANA
Owner

(SEAL)

ATTEST:

Sandra E. Kennedy

Clerk

Title

By BOARD OF PUBLIC WORKS

Robert J. Anderson
Robert J. Anderson

R. Snouffer

ASSOCIATE CITY ATTORNEY

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, ALL STAR
CONSTRUCTION & EXCAVATING, INC., as principal, and Reliance Insurance

Company, as
surety are held and firmly bound unto the City of Fort Wayne, Indiana, for the
benefit of the Board of Public Works, hereinafter called the Owner, in the penal
sum of Sixteen Thousand, Nine Hundred Eleven Dollars and Eighty-Two Cents
(\$16,911.82) for payment of which we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns.

DATED this 4 day of October, 1982.

The condition of this obligation is such that whereas the above named
principal did, on the 4 day of October, 1982, enter into
a Contract with the Owner, by the terms of which said principal agreed to
furnish all labor, materials, equipment and supplies for the construction of
Resolution No. 372-82, Group 7 Sewer Repairs, DSR Nos. 044875, 044876, 044877,
044878, 044879, 044880, 044881, 044882, 044883, 044898, 044899 and 044900
as described and defined in said Contract and in the specifications and
drawings, prepared by Bonar & Associates, Inc., which are a part thereof,
ready for continuous and successful operation, for the completion of said work,
for the sum of Sixteen Thousand, Nine Hundred Eleven Dollars and Eighty-Two
Cents (\$16,911.82), and to remove and replace any defective or unsuitable
equipment or structure at the expense of said principal which may be apparent
or may develop from inferior workmanship or material within one (1) year from
the date of final acceptance of the above described work, which Contract is
made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things
agreed by it to be done and performed according to the terms of said Contract,
then this obligation shall be void, otherwise the same shall remain in full
force and effect; said principal shall also promptly pay all indebtedness which
may accrue, by operation of law or otherwise, to any person, firm or corporation
on account of any labor or service performed or material furnished or service
rendered in the carrying forward, performing and completion of said contract; we
agreeing and asserting that this undertaking directly inures to the benefit of
subcontractors, laborers, material men and those performing service on account
of or directly in connection with the completion of said contract, as well as
for the obligee herein; then this obligation shall be void, otherwise the same
shall remain in full force and effect; and said Surety for value received hereby
stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the contract or to the work to be performed thereunder or the
specifications accompanying the same shall in any wise affect its obligation on
this bond, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract or to the work or the
specifications.

No change, modification, omission, or addition in and to the terms or con-
ditions of said Contract, plans, specifications, drawings or profile, or any
irregularity or defect in said Contract or in the proceedings preliminary to

the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 4 day of October, 1982, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

ATTEST:

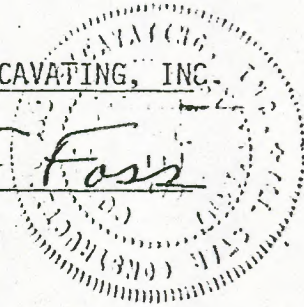
Debra K. Foss

ALL STAR CONSTRUCTION & EXCAVATING, INC.
Principal

By

Edward F. Foss

Authorized Agent



ATTEST:

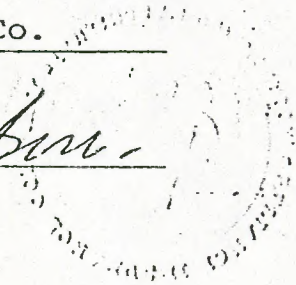
Debra K. Foss

Reliance Insurance Co.

Surety

David R. Robinson

Attorney-in-Fact



BILL NO. S-82-12-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN
ORDINANCE approving Sewer Improvement Resolution No. 372-82, Group
7, Sewer Repairs for the City of Fort Wayne, with All Star Construction
& Excavating, Inc., in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

VICTURE L. SCRUGGS, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

1-11-83
CONCURRED IN

DATE 1-11-83 CHARLES W. WESTERMAN, CITY CLERK

Victure Scruggs
Samuel J. Talarico
Mark E. Giaquinta
Paul M. Burns
R. Schomburg

TITLE OF ORDINANCE Sewer Improvement Resolution No. 372-82, Group 7, Sewer Repairs
for the City of Fort Wayne

DEPARTMENT REQUESTING ORDINANCE Board of Public Works 1-82-12-27

SYNOPSIS OF ORDINANCE This work requires the spot repair and/or replacement of
twelve (12) headwall structures as listed below.

Federal Emergency Management Agency Damage Survey Report Numbers

044875 - North of Charlotte Ave. Pump Station.....

044876 - North Side Drive & Kenwood Ave.....

044877 - North Side Drive & Vance Ave.....

044878 - Woodrow Avenue & St. Joseph River Drive.....

044879 - North of Parnell Avenue Bridge

044880 - South of Tennessee Avenue Bridge

044881 - Prospect Avenue & Griswold Drive

044882 - East of Coombs Street Bridge

044883 - South of Railroad Bridge & Jefferson Street

044898 - Riverside Ave. & Griswold Drive

044899 - Lawton Place & Griswold Drive

044900 - West of Coombs Street Bridge

Contract was awarded to All Star Construction & Excavating, Inc.

Prior Approval received October 26, 1982.

EFFECT OF PASSAGE Flood damage repair.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$16,911.82

ASSIGNED TO COMMITTEE